

**STANDARD AGREEMENT**

STD. 2 (REV. 5-91)

CONTRACT NUMBER DGS-OFA-FOR-EV01	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER I.D. 381612444	

THIS AGREEMENT, made into and entered into this        day of December 19 98  
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE

Chief, Office of Fleet Administration

AGENCY

Department of General Services

, hereafter called the State, and

CONTRACTOR'S NAME

Ford Motor Credit Company

, hereafter called the Contractor.

WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed,  
does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)*

The Contractor agrees to provide and the State agrees to accept services as set forth in the Terms and Conditions of this Master Service Agreement (MSA) and the documents references and included in this MSA as attachments.

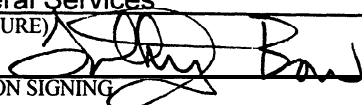
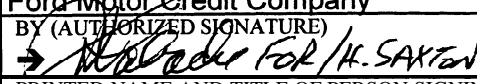
The following items are incorporated by reference and made part of this MSA:

- Items 2 through 7 on the back of this form;
- The Terms and Conditions described on Pages 1-5;
- Exhibit A, Ford Motor Credit Company (FMCC) 1999 Ranger Electric Vehicle Lease Agreement (NET) For The State of California;
- Exhibit B, a sample Purchase Estimate (STD. 66);
- Exhibit C, a sample Subscription (Lease) Agreement;
- The statements and documents cited on Pages 4 and 5 included as Exhibits D-H, and
- Exhibit I, Instructions For Leasing Electric Vehicles.

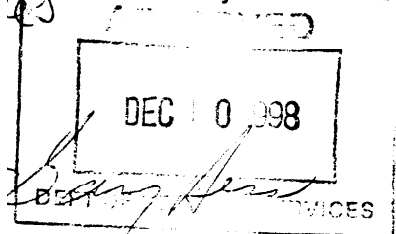
CONTINUED ON        SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto. upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <b>Department of General Services</b>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <b>Ford Motor Credit Company</b>	
BY (AUTHORIZED SIGNATURE) → 		BY (AUTHORIZED SIGNATURE) → 	
PRINTED NAME OF PERSON SIGNING Timothy Bow		PRINTED NAME AND TITLE OF PERSON SIGNING Harry W. Saxton, Regional Manager	
TITLE Chief, Office of Fleet Administration		ADDRESS PO BOX 1739, Dearborn, MI 48121	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM CATEGORY (CODE AND TITLE)	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	STATUTE FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER →		DATE	

**Department of General Services**  
**Use Only**



☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER ☐ CONTROLLER ☐

**STANDARD AGREEMENT**

2 (REV 9-93) (DGS Automated) (REVERSE)

**ADDITIONAL INFORMATION:**

1. ~~The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.~~
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. **The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and balance, if any, shall be paid the Contractor upon demand.**
4. Without the written consent of the state, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **MASTER SERVICES AGREEMENT DGS MSA-FORD TERMS AND CONDITIONS**

This Master Service Agreement (MSA) provides for the leasing of the “Ford Electric Ranger Pickup” and is entered into between the Department of General Services (DGS) and Ford Motor Credit Company (FMCC). The Ford Electric Ranger Pickup is an electric-powered light-duty pickup offered for lease by FORD.

The below referenced state departments, agencies and political subdivisions of the State may request -services from the Contractor under this agreement:

The Executive Branch;  
The Legislative Branch;  
The Judicial Branch;  
Constitutional Officers of the State;  
California State Universities and The University of California; and  
Political Subdivisions of the State, including city and county governments and Community College districts.

Each participating agency shall enter into a lease with FMCC in substantially the form of the attached Sample Subscription (Lease) Agreement (Exhibit C), and thereby agree to lease the Ford Electric Ranger Pickup under the terms of this MSA, which shall be incorporated by reference as part of the Lease Agreement.

### **1. DEFINITIONS**

The following terms shall have the following meanings for all purposes of this Agreement.

- A. “State” means the Department of General Services and the other state agencies listed above as “eligible users.”
- B. “DGS” is the Department of General Services.
- C. “Participating Agency” means an eligible subscriber/user that orders one or more electric vehicles under the terms of this MSA.
- D. “FMCC” or “Contractor” means Ford Motor Credit Company and includes authorized Ford electric vehicle dealers as third party beneficiaries.
- E. “Master Services Agreement (MSA)” or “Agreement” is this Agreement between FMCC and DGS providing the basic terms and conditions which a participating agency shall incorporate by reference as part of a Subscription (Lease) Agreement which shall be entered into with FMCC. The MSA includes the terms and conditions of the Ford Motor Credit Company Electric Vehicle Lease Agreement (NET) for the State of California (Exhibit A) and a sample Purchase Estimate (Exhibit B).
- F. “Subscription (Lease) Agreement” (Exhibit A) is a contract for the Ford Electric Ranger Pickup between FMCC and a participating agency that incorporates this MSA.

## **2. OBJECTIVE**

The objective of this MSA is to facilitate state and local government leases of electric vehicles. Electric vehicles which meet the California Air Resources Board's (ARBs) definition of zero-emission vehicle (ZEV), provide air quality and energy diversity benefits. Executive Order W-100-94, authorized by Governor Pete Wilson in 1994, promotes the purchase of ZEVs for state fleets in compliance with the 1992 National Energy Policy Act. Also, in 1996 ARB entered into Memoranda of Agreements (MOAs) with the seven major automakers to promote and develop a market for ZEVs in California. Under the MOAs, auto manufacturers are required to place a total of 3,750 ZEVs in California through the year 2000. ARB agreed to facilitate the purchase of ZEVs for appropriate applications in state fleets by working with the Department of General Services to ensure the sale or lease of ZEVs to selected state agencies. This MSA is designed to accomplish the objective described above and further facilitate ZEV leases in local government fleet applications.

## **3. TERM**

The term of this Master Service Agreement (MSA or Master) shall be four (4) years beginning with the date it is stamped "APPROVED" by the Department of General Services. Accordingly, the "Order Window" for leasing the Ford Electric Ranger Pickup shall be four (4) years beginning with the date the MSA is approved. The Subscription (Lease) Agreement term for the Ford Electric Ranger Pickup shall be three (3) years.

Therefore, all Subscription (Lease) Agreements under this MSA must expire prior to seven (7) years following the date the MSA is approved; each limited to a term of three (3) years. Nothing in this MSA precludes both parties (DGS and FORD) from extending the term of the MSA upon its expiration.

## **4. VALID AGREEMENT**

This agreement shall not be valid until signed by all parties and approved by the DGS, Office of Legal Services. Approval of this Agreement by DGS does not guarantee that any vehicles will be leased.

## **5. ORDERING INSTRUCTIONS**

Each participating entity shall designate an official contact person to receive notices and handle logistics of the lease(s). As a condition to participating in this MSA, users shall also provide the following information to the DGS Official Contact Person: name, address, phone number, facsimile number and e-mail address of their designated official contact person.

The participating agency's designated official contact person shall contact the Automaker Official Contact Person to discuss terms specific to their lease (as described in Section 10. of the MSA). Participating agencies should allow time for processing the order and installation of the necessary charging equipment prior to the date the lease is scheduled to begin. Once the Lease Agreement has been prepared by the automaker, a signed original will be provided to the participating agency's designated official contact person.

The participating agency shall complete and forward a Purchase Estimate (STD.66 - Exhibit B)

No additional terms and conditions other than those set forth in this MSA are authorized by DGS. Participating agencies are not to modify or add to the terms of the Subscription (Lease) Agreement (Exhibit A) which incorporates by reference the MSA. The only terms of the Lease Agreement which may differ among participating users include the beginning and ending dates of the lease, and the price which may differ according to whether incentives are available at the user's location.

## **11. MODIFICATION**

If both parties agree, the terms and conditions of this MSA may be modified by amendment. Amendments to the terms of this MSA shall be valid when signed by the parties to this MSA and approved by the Office of Legal Services of the Department of General Services. No oral understanding or agreement not incorporated in the MSA shall be binding on the parties of this MSA.

## **12. SEPARABILITY**

If any provision of this MSA is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this MSA shall remain in full force and effect.

## **13. COMPLIANCE WITH LAWS**

Each party agrees to comply with all laws, regulations and rules applicable to its respective business.

## **14. NO WAIVER**

Failure to enforce any term or condition of this agreement shall not be a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

## **15. ENTIRE AGREEMENT**

This Agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous Agreement with respect to the subject matter hereof. No oral representations made before or during the negotiation of this Agreement shall be deemed binding on the parties.

## **16. NO ADDITIONAL REQUIREMENTS OR QUALIFICATIONS**

The Contractor agrees that no additional requirements or qualifications to the terms and conditions of this Agreement beyond what is required by law, or by prudent operating requirements, shall be made in carrying out the Contractor's stated obligations herein.

## **17. MISCELLANEOUS STATEMENTS AND DOCUMENTS**

- A. **Contract subject to Audit:** This contract will be subject to examination and audit by the State Auditor for a period of three years after the final payment or termination of the contract.
- B. **Americans With Disabilities Act:** By signing this Agreement, the Contractor (FORD) assures the State that it complies with the Americans with Disabilities Act of 1990 (U.S.C.

to the Office of Fleet Administration (OFA) Contract Administrator (contact person) who will then prepare a Subscription (Lease) Agreement (Exhibit C). Participating agencies should allow time for processing the order (Subscription Agreement) and installation of the necessary charging equipment prior to delivery date. The OFA contract administrator will forward the completed Subscription (Lease) Agreement to the contractor for execution. The contractor shall determine a vehicle delivery date and forward a copy of the fully executed Subscription (Lease) Agreement to the participating agency and to OFA.

## **6. MSA OFFICIAL CONTACT PERSONS**

Notices required under the MSA shall be in writing and delivered to the appropriate address(es) below.

Rick Slama, Departmental Contact  
Department of General Services  
Office of Fleet Administration  
802 Q Street  
Sacramento, CA 95814-6422

Craig Krisan, FORD Contact  
Ford Motor Credit Company  
4900 Hopyard Road, Suite 220  
Pleasanton, CA 94588

E-mail: rslama@dgs.ca.gov  
Telephone: (916) 327-2567  
Facsimile: (916) 327-2076

E-mail: ckrisan@ford.com  
Telephone: 925-463-0913 ex 200  
Facsimile: 925-468-0810

## **7. REPORTS**

Quarterly, FMCC will provide brief reports listing the names and addresses of each participating agency and the number of vehicles leased under this MSA to the DGS official contact person. The first quarterly report is due 3 months following approval of this MSA by DGS' Office of Legal Services. Additional contents and format of reports will be determined at a later date.

## **8. FINANCIAL LIABILITY**

Any payment obligation of a contract(s) awarded under this MSA will be contingent upon the availability of funding. In addition, this MSA is subject to any additional statutory restrictions, limitations or conditions enacted by the Legislature or other controlling body which may affect the provisions, terms or funding of any resulting contract(s) in any manner.

The term "contract" as used in this section shall mean this MSA and the Ford Motor Credit Company Electric Vehicle Lease Agreement (NET) for the State of California. Each participating agency is responsible for payment according to the terms of the Subscription (Lease) Agreement executed with the Contractor (FMCC). The Department of General Services will not be liable for payments owed to the Contractor (FMCC) by individual MSA users.

## **9: VEHICLE REGISTRATION**

Publicly-owned/leased electric vehicles will be E-plated, thereby exempting them from federal excise and personal property taxes levied on the Contractor or on employee wages. Therefore, no registration or title fees will be levied on the electric vehicles leased under this MSA.

## **10. CONFLICT LANGUAGE**

12101 et seq.), which prohibits discrimination on the basis of disability.

- C. **Drug-Free Workplace:** The Drug-Free Workplace Certification (STD. 21) as signed by the Contractor is incorporated into this Agreement by reference (Exhibit D).
- D. **Labor Relations Board Certification:** By signing this Agreement, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- E. **Nondiscrimination Compliance:** The Nondiscrimination Compliance Statement (STD. 19) as signed by the Contractor is incorporated into this Agreement by reference (Exhibit E).
- F. **Nondiscrimination Clause:** By signing this Agreement, the Contractor certifies compliance with the State's Nondiscrimination Clause (STD. 17A) which is incorporated into this Agreement by reference (Exhibit F).
- G. **Vendor Data Record:** The Vendor Data Record (STD. 204), as signed by the Contractor is incorporated into this Agreement by reference (Exhibit G)
- H. **Certification of Compliance with the Forced, Convict and Indentured Labor Statute:** The Certification of Compliance as signed by the Contractor is incorporated into this Agreement by reference (Exhibit H).
- I. **Recycle Materials Clause:**  
By signing this Agreement the contractor swears under penalty of perjury that 41% percent of the materials, goods, supplies offered, and products used in the performance of this contract meets or exceeds the minimum percentage of recycle material as defined in Section 12161 and 12000 of the Public Contract Code.

## 18. AUTHORITY TO SIGN

Each party represents that the individual who signs a Subscription (Lease) Agreement has authority to do so and to bind it to the terms and conditions of this MSA and the Lease Agreement. Note: Cities, counties, and other local public agencies normally would need authorization, in the form of a resolution or other equivalent document, from their controlling body (City Council, Board of Supervisors, etc.) to sign a Subscription (Lease) Agreement.

## 19. Lease Cost

The base monthly payment for all government agencies is \$454 plus sales tax. The monthly lease includes a Power Control Station and a spare tire and jack. The lease rate includes the \$5,000 air district buy-down incentive. This incentive will be deducted from the invoice and Ford Motor Company will collect the incentive from the air districts. In order to have one price for all agencies, Ford Motor Company will pay the incentive if an agency does not qualify for the air district buy-down incentive. Local public agencies (cities, counties, etc.) may elect to make either a one-time lease payment of \$14,582 plus sales tax, or three (3) annual payments of \$5,201 plus sales tax.

# FORD MOTOR CREDIT COMPANY (FMCC) 1999 RANGER ELECTRIC VEHICLE LEASE AGREEMENT (Net) FOR THE STATE OF CALIFORNIA

The State of California, Department of General Services, Office of Fleet Administration ("Lessee") of 802 Q Street Sacramento, CA 96814-6422, hereby leases from Ford Motor Credit Company, a Delaware corporation ("Lessor"), and Lessor hereby leases to Lessee, vehicles (hereinafter called "Leased Vehicles") designated and described from time to time in one or more Subscription Agreements hereto for use in lease service upon the terms and conditions set forth in the Master Services Agreement DGS OFA For EV01 ("MSA") and the following terms and conditions:

1. **USAGE.** All Leased Vehicles shall be leased by Lessee for use in Lessee's business in accordance with all applicable governmental and insurer requirements and limitations. Lessor understands and agrees that Lessee may assign its right to use Lease Vehicles to another California State Agency or employee for authorized business for reasonable amounts of time. Lessor also understands- and agrees that Lessee's employee(s) authorized by the Lessee to provide "Ride and Drives" of electric vehicles may allow licensed drivers to operate the Leased Vehicle for a short-distance test drive, as long as the driver is accompanied in the Leased Vehicle by the Lessee's employee. All Leased Vehicles shall be inspected, prepared and equipped by Lessee in a manner approved by Lessor. No Leased Vehicle shall be removed from the United States. "California State Agency" as that term is used herein shall mean the State of California's Executive Branch Legislative Branch, Judicial Branch, Constitutional officers of the State, California State Universities and the University of California. Local public agencies shall mean: Political Subdivisions of the State, including city and county governments and Community College Districts. The above mentioned Agencies may request services from the Lessor under this agreement. "Ride and Drives" as that term is used herein shall mean established short distant test programs designed to introduce the benefits of Electronic Vehicles to specified groups of potential consumers.
2. **TERM.** The term of lease as to each Leased Vehicle shall be as designated in the applicable Subscription Agreement. The lease of a Leased Vehicle shall expire on the later of (a) the date specified in the Subscription Agreement therefore, or (b) the date on which such Leased Vehicle is returned to Lessor in an acceptable condition in accordance with Paragraph 13 hereof
3. **LEASE CHARGE.** (a) The monthly/yearly/single payment lease charge for each Leased Vehicle shall be based on the lease rate for such Leased Vehicle set forth in the Subscription Agreement applicable to such Leased Vehicle. Lessee shall pay the monthly/yearly/single payment lease charge to Lessor for each Leased Vehicle in the amounts set forth in the Subscription Agreement to this Lease Agreement. Lessee shall make the first monthly payment thirty (30) days following delivery of each lease vehicle. All subsequent monthly payments are due on the 30th day of each month. In the event any monthly or other lease charges hereunder are not paid on an expedited basis to the extent possible under the Lessee's payment/budget process when due, Lessee shall pay to Lessor, as an additional lease charge, interest on such overdue payment from the due date of such payment in accordance with California Government Code Section 926.17. Lessee shall pay to Lessor or its assignee as directed by Lessor, all lease charges payable by it under this Lease Agreement.  
  
(b) Lessor understands that Lessee may receive from manufacturers and vendors of the Leased Vehicles volume discounts, fleet rebates and dealer holdbacks ("Dealer Incentives") with respect to the Leased Vehicles, and Lessor has agreed that Lessee may retain any and all Dealer Incentives Lessee may receive as a result of leasing such Leased Vehicles with no duty to account to Lessor for such Dealer Incentives.
4. **REGISTRATION AND TAXES.** Lessee shall, at Lessee's own expense, obtain and display the appropriate "E-Plate" for each Leased Vehicle in a manner agreed to by Lessor and the State of California, so as to maintain Lessor's ownership and insurable interest in the Leased Vehicle. Lessee shall provide to Lessor any documentation pertaining to a Leased Vehicle as Lessor may from time to time request. Lessee is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Lessor or for any taxes levied on Lessee's employees. Lessee will pay any state or local sales or use taxes on lease services or on equipment, parts or software supplied to the lessee pursuant to this lease Agreement.
5. **OPERATING EXPENSES, MODIFICATIONS.** (a) Lessee shall pay, or provide for the payment of, all operating expenses of each Leased Vehicle, including without limitation, grease, antifreeze, adjustments and repairs (except those covered by Ford Motor Company's warranty and policy adjustments). Lessee agrees to keep the vehicles free from all fines, liens, and encumbrances. Repairs to Leased Vehicles must be made using only Ford Authorized Replacement Parts.  
  
(b) Lessee shall not make any additions, alterations or modifications to the Leased Vehicle; provided, however, that Lessee may make additions to a Leased Vehicle so long as Lessee obtains Lessor's prior written consent and such additions are readily removable without any damage to the Leased Vehicle. Any dealer installed modifications, alterations or additions, the cost of which are included in the Capitalized Cost of a Leased Vehicle, as set forth in the Supplement therefor, shall be the property of Lessor.
6. **RISK OF LOSS, MAINTENANCE AND INSPECTION.** Lessee shall maintain and repair each Leased Vehicle in accordance with manufacturer requirements and recommendations. Lessee shall permit representatives of Lessor to inspect each Leased Vehicle from time to time at reasonable intervals.
7. **INSURANCE.** The State of California has elected to be self-insured for its liability arising from the Leased Vehicles. The State of California Office of Risk and Insurance Management administers the relevant liability program. Physical Damage to Leased Vehicles may be reimbursed by the Employing State Agency in accordance with State Administrative Manual sections 2420 and 4116. Lessor agrees that Lessee, whether it is the State of California, a California State Agency or another Lessee under the MSA may offer self-insurance acceptable to Lessor in lieu of insurance policies.. Lessee shall provide, or cause to be provided, on each Leased Vehicle during the lease term thereof proof of either Self Insurance or Public Liability Insurance and Physical Damage Insurance acceptable to Lessor.  
  
Lessee shall cause each insurance policy issued pursuant to this Paragraph 7 to provide that (i) Lessor, as owner and Lessor of the Leased Vehicles, shall be insured as its interest may appear and (ii) if such policy is to be canceled or materially changed for any reason, such insurer will promptly notify Lessor, and such cancellation or change will not be effective as to Lessor for 20 days after receipt by Lessor of such notice. Lessee shall deliver to Lessor copies of each insurance policy required by this Paragraph 7 upon execution hereof and copies of each renewal policy not less than 30 days prior to the expiration of the original policy or preceding renewal policy, as the case may be, and the Lessee shall deliver to Lessor receipts or other evidence that the premiums thereon have been paid. Lessee, at Lessee's own expense, shall provide, or cause to be provided, any other insurance and post any bonds required by any governmental authority with respect to the operation of any Leased Vehicle. All such insurance shall protect Lessor, Lessee, any other person having an interest in the Leased Vehicle (if desired) and, except for any additional blanket liability insurance, any person leasing or driving the Leased Vehicle with valid permission. If any claim is made or action commenced for personal injury or death or property damage in connection with any Leased Vehicle, Lessee shall promptly notify Lessor, any other person known to have an interest in the Leased Vehicle and the insurance carrier thereof and furnish each of them with a copy of each process and pleading received in connection therewith and diligently defend against such claim or action and/or cooperate in the defense thereof. Lessee shall promptly furnish to the insurance carrier a report of any accident involving a Leased Vehicle on the form furnished by such carrier.
8. **PERFORMANCE BY LESSOR.** If Lessee shall fail for any reason to perform any provision hereof to be performed by Lessee, Lessor may (but shall not be obligated to) perform the same without relieving Lessee of its obligation in respect thereof and Lessee shall reimburse Lessor upon



**FORD MOTOR CREDIT COMPANY (FMCC) 1999 RANGER ELECTRIC VEHICLE LEASE AGREEMENT (Net)  
FOR THE STATE OF CALIFORNIA**

demand for any costs and expenses incurred by Lessor in connection with such performance.

9. **EXCESS MILEAGE CHARGE.** No penalty will be assessed for excess mileage.

10. **EARLY TERMINATION**

(a) Lessee may terminate the lease of any Leased Vehicle prior to the expiration of the term thereof by giving Lessor 30 days prior written notice of its election to terminate such lease. The effective date of such termination shall be the date on which such Leased Vehicle is returned to Lessor in the manner and condition required by Paragraph 13 hereof

(b) Lessee must return the Leased Vehicle to the Lessor at a place that is agreed to by both Lessor and Lessee. Lessee shall pay to the Lessor a Early Termination Fee in Accordance with the following schedule:

<u>Months in Service from In-Service Date</u>	<u>Early Termination Fee</u>
1-6 months	\$13,000
7-12 months	\$10,000
13-18 months	\$7,500
19-24 months	\$5,000
25-30 months	\$2,000
over 30 months	\$ 500

(c) Within 60 days after written notice from Lessor, Lessee shall pay Lessor (i) any other monthly or lease charges, then due and owing, and (ii) an amount equal to the applicable Early Termination Fee (as defined above) of such Leased Vehicle on the effective date of termination

11. **FINANCE LEASE.** Lessee hereby acknowledges and agrees that it has read this Lease Agreement prior to signing this Lease Agreement. Furthermore, Lessee acknowledges and understands that (i) an authorized Ford electric vehicle dealer ("Dealer") is supplying the Leased Vehicle to Lessor for lease to Lessee; (ii) Lessee is entitled under Article 2A of the Uniform Commercial Code to the promises and warranties, including those of any third party, provided to the Lessor by the Dealer, and (iii) the Lessee may communicate with the Dealer and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies.
12. **INDEMNITY.** Lessee shall defend, indemnify and hold Lessor, its officers, employees and agents, harmless from and against any and all liability, loss, expenses, attorney's fees or claims for injury or damage arising out of the performance of this lease but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Lessee? its agencies, officers, agents or employees as well as drivers supervised by Lessee's employees participating in a "Ride and Drive", as well as employee-supervised ride and drive drivers.
13. **RETURN OF LEASED VEHICLE.** Upon the expiration or termination of the lease of any Leased Vehicle, at Lessee's sole expense, Lessee will return each Leased Vehicle to a reasonable location designated by Lessor. Each Leased Vehicle upon its return shall be in good working order and operating condition and shall meet the conditions set forth in Exhibit I below, ordinary wear and tear expected. Unexpired license plates shall be returned with each Leased Vehicle where required. In all other jurisdictions, Lessee will promptly destroy or promptly effect transfer of the unexpired license plates from returned Leased Vehicles. The monthly lease charges or fair market monthly rentals, as the case may be, will continue for any Leased Vehicle not returned in accordance with this Paragraph 13.

As used herein "ordinary wear and tear" will be determined in accordance with the following:

(1) Exterior. Paint chips or nicks, regardless of the amounts prevailing on any particular panel, paint scrapes? scratches and scuff marks which have not penetrated through to the sheet metal surface, nicked or scratched bright metal, and bumper and wheel cover scratches, scuffs and minor dents shall be considered ordinary wear and tear.

(2) Interior. Soiled upholstery and carpeting and small nicks and dents in the body panels will be considered ordinary wear and tear. Rips, tears, splits, stains or burns on, or missing, headliner, seat cushions, backrests, door trim, carpets, padded dash or trunk trim will not be considered ordinary wear and tear. Vehicles on which soft trim panels have been replaced or carpet burns have been repaired will be accepted as long as such replacement or repair is not evident.

(3) Glass. Broken, missing, chipped, pitted cracked or discolored glass will not be considered ordinary wear and tear.

(4) Tires. Each Vehicle must be returned with four matching tires and standard factory spare, all of which must have no less than 4/32 inch tread remaining. White side wall scrapes, scuffed white walls and normal tire repairs will be considered ordinary wear and tear. Lessee will replace any tire not meeting these requirements with a tire meeting these requirements and matching the other tires as to size, width, tread design, and white wall design and size. Matching tire brands is not required.

If Lessor has not received the Leased Vehicle title pursuant to Paragraph 4 hereof to permit sale of such Leased Vehicle or such Leased Vehicle is not returned in the manner or condition required by this Paragraph 13, Lessee will pay Lessor the then applicable Early Termination Value (as defined below) and Lessor will transfer all of its rights and title and interest in such Leased Vehicle to Lessee.

14. **LOSS OF LEASED VEHICLE.** In the event that the Leased Vehicle suffers a total loss or is stolen prior to the end of its lease term, Lessee shall pay the monthly lease charge then due and owing and the applicable early termination value ("Early Termination Value") for such Leased Vehicle.

15. **TERMINATION.** (a) Lessor may terminate this Lease Agreement at any time with respect to any or all of the Leased Vehicles by reasonable advance written notice to Lessee upon the occurrence of any of the following events of default after giving Lessee a reasonable opportunity to cure: (i) failure to pay any monthly lease charge or any other sum payable to Lessor hereunder, or (ii) failure or refusal by Lessee to perform any other provision hereof to be performed by Lessee, or (iii) any representation or warranty made by Lessee shall prove to be false or misleading in any material respect as of the date on which the same was made, or (iv) the filing of any petition by or against Lessee under any bankruptcy or insolvency law. Upon such termination, the Leased Vehicle(s) shall be delivered to Lessor by Lessee in the manner and condition required by Paragraph 13 hereof and Lessee shall pay to Lessor the amounts provided for in Paragraph 10 hereof. If Lessee fails to return the Leased Vehicle(s), Lessor may repossess the same at any time wherever the same may be located and after giving Lessee reasonable notice, enter upon the premises of Lessee for the purpose of repossessing the Leased Vehicle(s), and shall hold the same when so repossessed free and clear of this Lease Agreement and any rights of Lessee therein. Lessee agrees to pay to Lessor reasonable attorney fees or such other amount as may be permitted by Law, if this Lease Agreement is placed with an attorney other than an employee of Lessor for collection. Remedies under this Paragraph 15 will be made by Lessee on an expedited basis to the extent possible under the Lessee's budget or appropriation process.

(b) Upon reasonable advance notice to Lessee, Lessor may at any time, terminate Lessee's right to lease additional Leased Vehicles under this Lease Agreement.

**FORD MOTOR CREDIT COMPANY (FMCC) 1999 RANGER ELECTRIC VEHICLE LEASE AGREEMENT (Net)  
FOR THE STATE OF CALIFORNIA**

16. **FORCE MAJEURE.** The term "Force Majeure" shall mean an event or condition which is unforeseeable and is beyond either party's control, Force Majeure may include orders of government agencies; strikes' lockouts' and other disturbances (even if terminable by the affected party according to the demands of any labor group); war, riots and civil insurrection; and fires, floods, earthquakes and loss of public utilities beyond the control of either party. In the event of any delay due to Force Majeure occurs or is anticipated, the affected party shall notify the other party of such delay and the cause and estimated duration of such delay. The affected party shall exercise due diligence to shorten, avoid and mitigate the effects of the delay and shall keep the other party advised as to the affected party's efforts and its estimate of the continuance of the delay. In no event shall Lessor be entitled to any damages, or to any adjustment to the amounts payable hereunder, because of any delay due to Force Majeure.
17. **ASSIGNMENT; SUBLEASE.** Except as described in Paragraph 1 of this Lease Agreement' neither this Lease Agreement nor any right hereunder may be assigned by Lessee' in whole or in part' without the prior written consent of Lessor. Lessee will not' without the prior written consent of Lessor, sublease or otherwise deliver, transfer or relinquish possession of a Leased Vehicle. If Lessor so consents to a sublease of a Leased Vehicle (i) the term of such sublease (including any renewal term) shall not extend beyond the term of lease for such Leased Vehicle provided herein' (ii) such sublease shall prohibit any further subleasing by the sublessee, (iii) such sublease shall provide that the rights of any sublessee thereunder shall be subject and subordinate to the terms of this Lease Agreement and rights and interests of Lessor in such Leased Vehicle, including, without limitation' the right of Lessor to repossess such Leased Vehicle and to void such sublease upon any repossession' (iv) Lessee shall remain primarily liable hereunder for the performance of all the terms of this Lease Agreement to the same extent as if such sublease had not occurred' (v) such sublease shall contain appropriate provisions for the maintenance and insurance of such Leased Vehicle, (vi) such sublease shall provide that it is assigned to Lessor for security purposes and (vii) such sublease shall provide that Lessor shall be permitted to proceed directly against the sublessee to enforce the sublessee's obligations thereunder. The review or approval by Lessor of a sublease agreement shall not constitute a waiver of any of the foregoing conditions or an acknowledgment that any of such conditions have been met. In the event of termination of this Lease Agreement pursuant to Paragraph 15 hereof, Lessor may require that all rentals or other proceeds of any sublease be endorsed or remitted to Lessor or deposited to Lessor's account in the same form received by Lessee' or may require that sublessee make such payments directly to Lessor. Lessee will obtain the execution of a consent to assignment by sublessee to Lessor and Lessee shall furnish such other documents to perfect such assignment as Lessor shall require. Lessor may assign all or any part of Lessor's right' title and interest in this Lease.
18. **WARRANTIES**  
The vehicles are covered by the manufacturer's new vehicle warranty. Ford assigns to Lessee all rights under the manufacturer's new vehicle warranty, LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER' THE AGENT OF THE MANUFACTURER, OR THE DISTRIBUTOR OF THE LEASED VEHICLES HEREUNDER. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED AS TO THE FITNESS, SAFENESS, DESIGN, MERCHANTABILITY, CONDITION, QUALITY, CAPACITY OR WORKMANSHIP OF THE LEASED VEHICLES NOR ANY WARRANTY THAT THE LEASED VEHICLES WILL SATISFY THE REQUIREMENTS OF ANY LAW OR ANY CONTRACT SPECIFICATION, AND AS BETWEEN LESSOR AND LESSEE, LESSEE AGREES TO BEAR ALL SUCH RISKS AT ITS SOLE RISK AND EXPENSE. LESSEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIM AGAINST LESSOR AND ANY LEASED VEHICLE FOR BREACH OF ANY WARRANTY OF ANY KIND WHATSOEVER AND AS TO LESSOR' LESSEE LEASES THE LEASED VEHICLES "AS IS." IN NO EVENT SHALL LESSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWSOEVER CAUSED.
19. **NOTICES.** Any notice required or permitted by this Lease Agreement shall be in writing and given by personal delivery or sent by United States Mail, postage prepaid, addressed to the intended recipient at the Lessee's current billing address or such other address as is mutually agreed to in writing by Lessee and Lessor.
20. **NO IMPLIED WAIVERS.** The waiver by either party of, or failure to claim, a breach of any provision of this Lease Agreement shall not be deemed to be a waiver of any subsequent breach or to affect in any way the effectiveness of such provision.
21. **LESSEE'S WARRANTIES.** Lessee warrants that (i) Lessee is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized and it has duly authorized the execution, delivery and performance of this Lease Agreement; (ii) this Lease Agreement has been duly and validly executed and delivered by Lessee and constitutes the valid and binding obligation of Lessee; and (iii) all financial statements presented to Lessor have been prepared in conformity with generally accepted accounting principles consistently applied and fairly and accurately present Lessee's financial condition and income as of the date given and since the date of such financial statements there has been no material adverse change in the financial condition of Lessee or any guarantor of Lessee's obligation hereunder.
22. **INSPECTION; FINANCIAL STATEMENTS.** During normal business hours, and upon reasonable notice to Lessee, Lessor and its authorized representatives may inspect each Leased Vehicle and the books and records of Lessee relative thereto. Lessor shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection. In addition, at the request of Lessor, Lessee shall furnish Lessor any financial statements of Lessee, including, without limitation, balance sheets and income statements.
23. **SECURITY INTEREST.** In the event any court determines that this Lease is not a true lease, then Lessee hereby grants Lessor a security interest in the Leased Vehicles and this Lease Agreement, together with all accessions, replacements and substitutions therefor or thereto and proceeds thereof Lessor is authorized to file this Lease Agreement or any financing statements with respect to this Lease Agreement or the Leased Vehicles. Any such filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. Lessee authorizes Lessor to insert in this Lease Agreement serial numbers, other identification data of the Leased Vehicles when determined by Lessor and dates or other unintentionally omitted non-substantive items to render this Lease Agreement complete. Lessor is hereby appointed by Lessee as its true and lawful attorney to cause this Lease Agreement, or any statement or other instrument in respect of this Lease Agreement showing the interest of Lessor in the Leased Vehicles including Uniform Commercial Code Financing Statements, to be filed or recorded and refilled and re-recorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any searches, filings, recordings or stamp fees or taxes arising from the filing or recording of any such instrument or statement.

**EXHIBIT A**

**FORD MOTOR CREDIT COMPANY (FMCC) 1999 RANGER ELECTRIC VEHICLE LEASE  
AGREEMENT (Net)  
FOR THE STATE OF CALIFORNIA**

IN WITNESS WHEREOF, the parties have duly executed this agreement this 9<sup>th</sup> day of December, 1998.

LESSOR

FORD MOTOR CREDIT COMPANY

By: [Signature]

Title: DIRECTOR

LESSEE

State of California Department of General Services

By: [Signature]

Title: CHIEF

## EXHIBIT A

### FORD MOTOR CREDIT COMPANY (FMCC) 1999 RANGER ELECTRIC VEHICLE LEASE AGREEMENT (Net) FOR THE STATE OF CALIFORNIA

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#### EXHIBIT I MINIMUM VEHICLE RETURN STANDARDS

Leased Vehicles returned to Lessor pursuant to Paragraph 13 must meet the following conditions/standards:

- 1) No body damage in excess of \$100.
- 2) Sound mechanical operating condition.
- 3) No frame, fire or water damage (any Leased Vehicles returned with such damage will be treated as a loss under Paragraph 14 of the Lease).
- 4) No severe body damage which has been poorly repaired.
- 5) No glass damage.
- 6) All tires must have 4/32" tread remaining, including the spare, and all tires must meet Ford original equipment standards and must be matched.
- 7) No carpet or upholstery damage, including burns and stains.
- 8) All original factory equipment as noted on the factory invoice must be on the vehicle. Missing parts (bodyside moldings, wheel covers, spare tire, etc.) are to be replaced before the car is returned. All parts must meet Ford original equipment standard.

(SAMPLE)

Exhibit B

STATE OF CALIFORNIA

PURCHASE ESTIMATE

STD. 66 (2/84)

		DATE PREPARED BY AGENCY 2-11-98	DATE STOCK WANTED	AGENCY BILLING CODE 12345	PURCHASE ESTIMATE NUMBER N/A	PAGE 01	OF 01
				DELIVERY LOCATION CODE 1 2 (3) 4 5 6 7 8 9 10 11	SHIP TO Department of ----- Office of ----- 1234 Main Street Sacramento, CA 54321 Attn: Stan Smith		
				PROCUREMENT OFFICE (FOR O/P USE ONLY) <input type="checkbox"/> SACRAMENTO <input type="checkbox"/> LOS ANGELES			
VENDOR REFERENCE OR INFORMATION TO OFFICE OF PROCUREMENT Ford Motor Credit Company 4900 Hopyard Road, Suite 220 Pleasanton, CA 94588					CHARGE TO Department of ----- Office of ----- 1234 Main Street Sacramento, CA 54321  Same as SHIP TO unless otherwise noted		
AGENCY CONTACT REGARDING THIS ESTIMATE (NAME AND PHONE-ATSS) Craig Krisan, 925-463-0913							
LINE NO.	QUANTITY	UNIT	STOCK ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
	2	EA		Ford Ranger EV Compact pickup	17,610.84 3 Year Lease	35,221.68	
				6 colors 1. Oxford White Clearcoat	@\$489.19 per month *		
				2. Bright Red Clearcoat 3. Medium Platinum Clearcoat			
				4. Light Denum Blue Clearcoat Metallic 5. Boysenberry Blue Clearcoat Metallic			
				6. Pacific Green Clearcoat Metallic			
				* \$489.19 includes base monthly payment plus local sales tax at 7.75%			
I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance (after T. B.A. No. or B. R. No. )				PROGRAM/CATEGORY (CODE AND TITLE)		\$35,221.68 (includes tax)	
ACCOUNTING OFFICER			PHONE NO. (ATSS) 916-327-1234	FUND TITLE	(OPTIONAL USE)		
I hereby certify upon my own personal knowledge the expenditures above are necessary to perform the functions stated.				ITEM	CHAPTER	STATUTE	FISCAL YR 97/98
SIGNATURE & TITLE			PHONE NO. (ATSS) 916-327-1235	OBJECT OF EXPENDITURE (CODE & TITLE) 11.1.13.3.00.02		<input type="checkbox"/> O.E. <input type="checkbox"/> EQUIP.	
I hereby authorize the estimated expenditure above				ENCUMBRANCE ADJUSTMENT <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	UNENCUMBERED REMAINDER AFTER PAOSTING AEL. \$		
SIGNATURE AND TITLE			PHONE NO. (ATSS) 916-322-1111	PROPERTY SURVEY NUMBER	DO FUNDS EXPIRE AT THE END OF F.Y. <input type="checkbox"/> YES <input type="checkbox"/> NO		
				ATTACHED			

# SAMPLE

## SUBSCRIPTION (LEASE) AGREEMENT

This is an example of how to complete the Form Standard 2. to contract for an electric vehicle lease. If your agency has special requirements, include them in this document. Contract duration dollar amounts, and reporting requirements may vary by agency.

Date

Automaker I.D. #

Complete Agency name

Required language

Include maximum dollar amount to be spent

Automaker to complete vehicle identification numbers

Complete and sign


Specify amounts

Route through your regular contract process

State of California <b>STANDARD AGREEMENT</b> STD 2(REV.5-91)		APPROVED BY THE ATTORNEY GENERAL		CONTRACT NUMBER		AM.NO		
				TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 381612444				
THIS AGREEMENT, made and entered into this ( ) day of (month), 19xx, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting <small>TITLE OF OFFICER ACTING FOR STATE</small> <b>Subscribing Agency</b> <small>AGENCY</small> hereafter called the state, and <small>CONTRACTOR'S NAME</small> <b>Ford Motor Credit Company</b> hereafter called the Contractor.								
WITNESSETH: That the Contractor for and in consideration of covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: ( Set forth service to be rendered by Contractor, amount to be paid Contractor, time of performance of completion, and attach plans and specifications, if any.) Master Services Agreement DGS-OFA-FOR-EV01, is incorporated by reference and made part of his agreement. The subscriber acknowledges receipt of the Master Services Agreement terms and conditions. Both parties agree to be bound by all terms and conditions contained in the Master Services Agreement. The amount of this contract shall not exceed \$ _____ The term of this agreement shall be from _____, 19__ to _____, 20__ . Vehicle Identifications Number(s) (VIN #) _____ Garaging Address(es) _____ _____ _____ _____								
CONTINUED ON (NUMBER) SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.								
The provisions on the reverse side hereof constitute a part of this agreement.								
<b>IN WITNESS WHERE OF, this agreement has been executed by the parties hereto, upon the date first above written.</b>								
<b>STATE OF CALIFORNIA</b>				<b>CONTRACTOR</b>				
<small>AGENCY</small> <b>Subscribing Agency</b> <small>BY (AUTHORIZED SIGNATURE)</small>				<small>CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)</small> <b>Ford Motor Credit Company</b> <small>BY (AUTHORIZED SIGNATURE)</small>				
<small>PRINTED NAME OF PERSON SIGNING</small>				<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Craig Krisan, Branch Manager</b>				
<small>TITLE</small>				<small>ADDRESS</small> <b>4900 Hopyard Road, Ste 220, Pleasanton, CA 94588</b>				
<small>AMOUNT ENCUMBERED BY THIS DOCUMENT</small> \$		<small>PROGRAM/CATEGORY (CODE AND TITLE)</small>		<small>FUND TITLE</small>		<b>DEPARTMENT OF GENERAL SERVICE USE ONLY</b>		
<small>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT</small> \$		<small>OPTIONAL USE</small>						
<small>TOTAL AMOUNT ENCUMBERED TO DATE</small> \$		<small>ITEM</small>		<small>CHAPTER</small>				<small>STATUTE</small>
		<small>OBJECT OF EXPENDITURE (CODE AND TITLE)</small>						<small>FISCAL YEAR</small>
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above. <small>SIGNATURE OF ACCOUNTING OFFICER</small>				<small>T.B.A. NO.</small>		<small>B.R. NO.</small>		
<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DEPT. OF GEN. SER. <input type="checkbox"/> CONTROLLER								

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME Ford Motor Credit Company	FEDERAL ID NUMBER 38-1612444
Signature (Authorized Signature) 	DATE EXECUTED August 27, 1998
PRINTED NAME AND TITLE & PERSON SIGNING Emory R. Hammack Jr. TITLE Marketing Specialist	TELEPHONE NUMBER (Include Area Code) ( 313 ) 323-2897
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS Ford Motor Credit Company, Commercial Lending, P. O. Box 1739, M.C. 7500, Dearborn, MI 48121-1739	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

# NONDISCRIMINATION COMPLIANCE STATEMENT

Exhibit E

19 (REV. 2-93)

COMPANY NAME

Ford Motor Credit Company

The company named above (hereinafter referred to as “prospective contractor”) hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

Emory R. Hammack, Jr.

DATE EXECUTED

August 27, 1998

EXECUTED IN THE COUNTY OF

Wayne

PROSPECTIVE CONTRACTOR'S SIGNATURE

*Emory R. Hammack, Jr.*

PROSPECTIVE CONTRACTOR'S TITLE

Marketing Specialist

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Ford Motor Credit Company



**NONDISCRIMINATION CLAUSE (OCP-1)**

D. 17A (REV: 2-93)

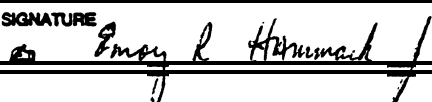
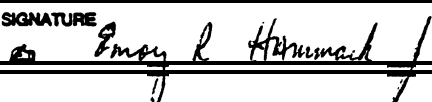
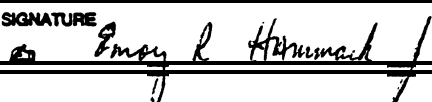
1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this -clause in all subcontracts to perform work under the contract.

**VENDOR DATA RECORD****(Required in lieu of IRS W-9 when doing business with the State of California)**

Exhibit G

STD. 204 (REV. 8-88)

**NOTE: Governmental entities, federal, state, and local (Including School districts) are not required to submit this form.****SECTION 1 must be completed by the requesting state agency before forwarding to the vendor**

<b>1</b>  PLEASE RETURN TO:	<b>DEPARTMENT/OFFICE</b>	<b>PURPOSE:</b> Information attained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse.)							
	<b>STREET ADDRESS</b>								
	<b>CITY, STATE, ZIP CODE</b>								
	<b>TELEPHONE NUMBER</b>								
<b>2</b>	<b>VENDOR'S BUSINESS NAME</b> Ford Motor Credit Company <b>SOLE PROPRIETOR—ENTER OWNER'S FULL NAME HERE (Last, First, MI.)</b>  <b>MAILING ADDRESS (Number and Street or P. O. Box Number)</b> The American Road <b>(City, State, and Zip Code)</b> Dearborn, Michigan 48121-1739								
<b>3</b>  VENDOR ENTITY TYPE	<b>CHECK ONE BOX ONLY</b>  <input type="checkbox"/> <b>MEDICAL CORPORATION</b> (including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)  <input type="checkbox"/> <b>EXEMPT CORPORATION (Non-profit)</b>  <input checked="" type="checkbox"/> <b>ALL OTHER CORPORATIONS</b>  <input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b>  <input type="checkbox"/> <b>INDIVIDUAL/SOLE PROPRIETOR</b>		<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.						
<b>4</b>  VENDOR'S TAXPAYER I. O. NUMBER	<b>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18846 (See reverse)</b>  <b>FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN)</b> 3 8 — 1 6 1 2 4 4 4 <b>IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNERSHIP, ESTATE OR TRUST, ENTER FEIN.</b>  <b>SOCIAL SECURITY NUMBER</b> — — — — — <b>IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.</b>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.						
<b>5</b>  VENDOR RESIDENCY STATUS	<b>CHECK APPROPRIATE BOX(ES)</b>  <input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA  <input checked="" type="checkbox"/> Nonresident (See Reverse) Payments for services by nonresidents may be subject to state withholding  <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED  <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA		<b>NOTE:</b> a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trust is a California resident. (See reverse.)						
<b>6</b>  CERTIFYING SIGNATURE	<b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b>  <table border="1"><tr><td><b>AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print)</b> Emory R. Hammack Jr.</td><td><b>TITLE</b> Marketing Specialist</td></tr><tr><td><b>SIGNATURE</b> </td><td><b>DATE</b> August 27, 1998</td></tr><tr><td></td><td><b>TELEPHONE NUMBER</b> (313) 323-2897</td></tr></table>			<b>AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print)</b> Emory R. Hammack Jr.	<b>TITLE</b> Marketing Specialist	<b>SIGNATURE</b> 	<b>DATE</b> August 27, 1998		<b>TELEPHONE NUMBER</b> (313) 323-2897
<b>AUTHORIZED VENDOR REPRESENTATIVE'S NAME (Type or Print)</b> Emory R. Hammack Jr.	<b>TITLE</b> Marketing Specialist								
<b>SIGNATURE</b> 	<b>DATE</b> August 27, 1998								
	<b>TELEPHONE NUMBER</b> (313) 323-2897								

**Certification of Compliance with the Forced, Convict, and Indentured Labor Statute**

- (a) I hereby certify that no foreign-made equipment, materials, or supplies furnished to the state pursuant to purchase order/contract number DGS-OFA-FOR-EV01 were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. By signing this certification I agree to comply with the requirements of Public Contract Code (PCC) Section 6108:
- (b) I understand that if I knew or should have known that the foreign-made equipment, materials or supplies furnished to the state were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction, when entering into a contract pursuant to the above (a), may, subject to PCC Section 6108, subdivision (c) have any or all of the following sanctions imposed:
1. The contract under which the prohibited equipment, materials, or supplies were provided may be voided at the option of the state agency to which the equipment, materials, or supplies were provided.
  2. As the contractor, I may be assessed a penalty which shall be the greater of one thousand dollars (\$1,000) or an amount equaling 20 percent of the value of the equipment, materials, or supplies that the state agency demonstrates were produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.,
  3. As the contractor, I may be removed from the bidder's list for a period not to exceed 360 days.

*Erroy L. Hemmick, Jr.*  
Contractor Authorized Signature

August 27, 1998  
Date



**TO:** STATE DEPARTMENTS, AGENCIES AND POLITICAL SUBDIVISIONS

**FROM:** DEPARTMENT OF GENERAL SERVICES

**SUBJECT: INSTRUCTIONS FOR LEASING ELECTRIC VEHICLES**

The Department of General Services, Office of Fleet Administration has developed a Master Services Agreement (MSA) for leasing Electric Vehicles (EVs). To lease an electric vehicle:

- Step 1.** Designate a representative of your department as the official contact person.
- Step 2.** Complete a Purchase Estimate (STD. 66). Forward completed Purchase Estimate to the Office of Fleet Administration's Contract Administrator.
- Step 3.** The Office of Fleet Administration will prepare all Subscription Agreements and order requests and forward completed documents to your designated representative for review and signature.
- Step 4.** Following execution, the participating agency shall forward the Subscription Agreements to the automaker for final execution.
- Step 5.** Following execution, the automaker shall forward a copy of the fully executed Subscription Agreement to the participating agency and to the Office of Fleet Administration.
- Step 6.** The automaker's official contact person will coordinate vehicle delivery after Lease Agreements have been completed.
- Step 7.** The automaker and participating agency will coordinate completion of the term portion of the Subscription Agreement promptly following vehicle delivery.

If you have any questions or would like a copy of the MSA, please contact:

Rick Slama, Contract Administrator  
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Office of Fleet Administration  
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